

Jerome P. Askins, III

Circuit Court Seat #9 At Large

Amendment to Personal Data Questionnaire (PDQ)

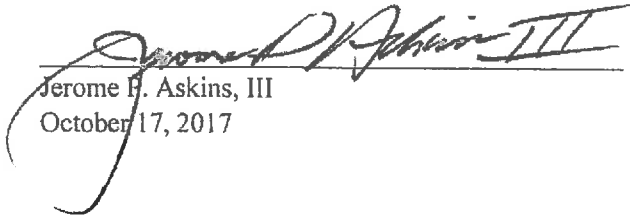
Date originally submitted: July 24, 2017

25. Have you ever held public office other than judicial office? Yes.
If so, list the periods of your service, the office or offices involved, and whether you were elected or appointed. Also, state whether or not you have timely filed your report with the State Ethics Commission during the period you held public office. If not, were you ever subject to a penalty? If so, give details, including dates.
- (a) Member of Florence County Planning Commission from approximately 1988 to approximately 1995 – appointed by Florence County Council. No compensation and no expenses other than transportation to monthly meetings in Florence – I did not file a report with the State Ethics Commission and I was under the impression one was not required. I was never subjected to any penalties.
- (b) Member of Florence County School District No. 5 Election Commission from 1995 to 2015 – appointed by Florence County School District No. 5 School Board – I received \$100.00 each year for the School Board Election. I had no expenses other than transportation to the polling place and, in some years, transportation to the County Election Commission office in Florence to pick up absentee ballots. I did not file a report with the State Ethics Commission and I was under the impression one was not required. I was never subjected to any penalties.
36. Have you ever been sued by a client? No.
Have you ever been named a party (personally or professionally) in or had a pecuniary interest in any civil or criminal proceedings? Yes. If so, give details, including, but not limited to, dates, and resolutions.
- (a) I was sued personally as a result of an automobile accident about 1995 (Ethel S. McGill and Adrienne Carroll McGill, Plaintiffs). There were no serious injuries and the case was settled after arbitration.
- (b) In 1999 I was named as a third party defendant in a lawsuit that I filed as attorney for the plaintiffs against their former associate in a business venture, attorney Thomas E. Ruffin, Jr. Mr. Ruffin was represented by Craig Young, now deceased. Ultimately, I was dismissed as a party and Mr. Ruffin was required to pay me \$10,000 as part of the settlement. As a result of facts related to this case, Mr. Ruffin was suspended from the practice of law in South Carolina and Mr. Young was also sanctioned. (The case number was 99-CP-22-401.)
- (c) In 2007, I sued Ray Godwin d/b/a Webfoot Retrievers as the result of his failure to return a refundable deposit I had paid to Mr. Godwin who was going to attempt to breed my female Chesapeake Retriever to his male Chesapeake Retriever. I was awarded a judgment in the Florence County Magistrate's Court, but no part of it was ever collected.
- (d) In 1995, my law firm and I sued Robert S. O'Harra and his mortgage brokerage firm of Grainger–O'Harra Mortgage, Inc. We were attempting to close a loan for our client which had been brokered by Mr. O'Harra's company. At Mr. O'Harra's urging, we scheduled the closing of the transaction without having received an executed deed which was a prerequisite for the closing and was to be delivered to us on the day

of the scheduled closing. The deed arrived on time but it was not properly executed, and our title insurance company would not agree to insure over the defect. When informed of this, Mr. O'Harra became very upset and said he was taking our firm off of his approved closing attorney list. As a result, we were not allowed to close the loan for our client when the proper documentation was received. The case was settled and my firm was restored to the approved attorney list for Grainger-O'Harra Mortgage, Inc.

(e) In 2006, I filed a Lis Pendens with respect to a lot that Perry W. Owen and I owned together but which was in his name alone. I was informed that he was about to move out of the state and was attempting to sell the lot, and he did not respond to my attempts to reach him by telephone or correspondence. No lawsuit was ever filed, and I purchased his interest in the lot.

(f) Hemingway Warehouse is a partnership in which I am a partner and have a pecuniary interest. It owns a beach house at Surfside Beach which is next door to a beach house that was formerly owned by my mother. In 2009, both houses were listed for rental through Dunes Realty, Inc., a real estate agency with offices at Garden City Beach. There was a dispute with Dunes Realty, Inc. involving the rental of the houses and in 2012 lawsuits were filed by Hemingway Warehouse and by my mother. Both cases were settled with a confidentiality provision as to terms of settlement.



Jerome F. Askins, III
October 17, 2017